

1 WRIGHT, FINLAY & ZAK, LLP  
2 Darren T. Brenner, Esq.  
3 Nevada Bar No. 8386  
4 Lindsay D. Dragon, Esq.  
5 Nevada Bar No. 13474  
6 7785 W. Sahara Ave., Suite 200  
7 Las Vegas, NV 89117  
8 (702) 637-2345; Fax: (702) 946-1345  
9 dbrenner@wrightlegal.net  
10 ldragon@wrightlegal.net

11 *Attorneys for Plaintiff, Deutsche Bank National Trust Company, as Trustee for GSAA Home*  
12 *Equity Trust 2006-16, Asset-Backed Certificates, Series 2006-16*

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME EQUITY TRUST 2006-16, ASSET-  
BACKED CERTIFICATES, SERIES 2006-  
16,

Plaintiff,

vs.

PREMIER LAND TITLE INSURANCE  
COMPANY F/K/A COMMERCE TITLE  
INSURANCE COMPANY, DOE  
INDIVIDUALS I through X; and ROE  
CORPORATIONS XI through XX, inclusive,

Defendants.

Case No.: 2:22-cv-00439-ART-EJY

~~[PROPOSED]~~ PROTECTIVE ORDER

Plaintiff, Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity  
Trust 2006-16, Asset-Backed Certificates, Series 2006-16 (“Deutsche Bank”) and Defendant  
Premier Land Title Insurance Company f/k/a Commerce Title Insurance Company (“Premier”)  
(collectively, the “Parties”) by and through their counsel of record, stipulate and agree as follows,  
subject to the approval of the District Court.

///

///

///

### **GOOD CAUSE STATEMENT**

The Parties in the above-entitled action (the “Action”) possess confidential, proprietary and sensitive information of strategic and financial value which they wish to keep confidential. In the event that such information, as described below in Paragraph 1, were to be unnecessarily disclosed, the Parties would suffer, among other things, financial and other hardships, including the disclosure of the internal workings of their operations. For these reasons, good cause exists to enter this Protective Order (the “Protective Order”). To expedite the flow of discovery, facilitate the prompt resolution of disputes over confidentiality, adequately protect material claimed to be confidential, and ensure protection is afforded only to material so designated, good cause exists for this Protective Order.

1. A Party may designate any nonpublic document, material, or information as “Confidential” under the terms of this Protective Order if the designating Party believes in good faith that it contains any of the following:
  - a. Premier’s internal underwriting practices and procedures;
  - b. Premier’s internal claim handling practices and procedures;
  - c. Confidential information related to insureds, the issuance of any insurance policies, and the handling of any related claims;
  - d. Confidential borrower information regarding the origination, servicing, or administration of a related loan;
  - e. The personal financial information of either current or former personnel or a consumer, including by way of example only, and without limitation, as social security numbers and bank account numbers.
  - f. Any other information that concerns confidential proprietary information, trade practices and procedures, commercial, financial, pricing, budgeting, and/or accounting information, information about existing and potential customers, marketing studies, performance projections, business strategies, decisions and/or negotiations, personnel compensation, evaluations and other employment information, and confidential proprietary information about affiliates, parents,

1 subsidiaries and third-parties with whom the parties to this action have or have had  
2 business relationships.

3 2. The Party who asserts that particular information should be treated as Confidential  
4 Information under this Protective Order has the burden of proof to establish that the  
5 information or document is entitled to such protection if such designation is challenged  
6 or otherwise forms the basis for a motion to redact or seal.

7 3. Any documents, material, or information to be designated “Confidential” shall be so  
8 designated by conspicuously affixing the legend **“CONFIDENTIAL - 2:22-cv-00439-  
9 ART-EJY”** (or a substantially similar indicator) to each page containing any  
10 “Confidential” documents, material, or information.

11 a. Affixing the legend **“CONFIDENTIAL - 2:22-cv-00439-ART-EJY”** on or to  
12 the cover of any multipage document which is bound, stapled, or otherwise  
13 securely attached shall have the effect of designating all pages of the  
14 document as “Confidential” unless otherwise indicated by the designating Party.

15 b. If at any deposition in the Action any “Confidential” document, material or  
16 information is marked as an exhibit, inquired about, testified about, or otherwise  
17 used, the portion of the deposition transcript that relates to such documents,  
18 material or information shall automatically be treated as if it had been designated as  
19 “Confidential” under the terms of this Protective Order. A Party may  
20 designate any portion of the transcript of any deposition in the Action as  
21 “Confidential” if the Party determines in good faith that such portion of the  
22 transcript contains “Confidential” material or information. Such designation  
23 may be made during the deposition or at any time thereafter by notifying both  
24 the other Party and the court reporter (or the court reporting agency) of the  
25 designation.

26 4. The inadvertent production by either of the undersigned Parties of any “Confidential”  
27 document, material, or information in discovery in this Action shall be without  
28 prejudice to any claim that such material is “Confidential.” In the event that such

1 production occurs, counsel for the producing Party shall re-designate the document as  
2 “Confidential,” which shall thereafter apply to such document, material, or information  
3 subject to the terms of this Protective Order. Counsel for the producing Party will also  
4 re-produce the documents with the appropriate confidentiality designation. The  
5 provisions of FRCP 26(b)(5)(B) shall govern any claim that privileged information was  
6 inadvertently produced.

7 5. Each Party understands that treatment of documents and information as “Confidential”  
8 requires additional procedures (as specified in this Protective Order) and litigation  
9 therefore can be more burdensome to the extent that such designations are used. Each Party  
10 therefore expressly agrees that these designations will be used only when there is a good  
11 faith belief that they are warranted. A Party receiving documents, material, or  
12 information designated as “Confidential” may object to and request the removal of such  
13 designation, initially by making a good faith effort to resolve any such objection by  
14 contacting the designating Party, and thereafter by court intervention. Each Party agrees  
15 that it will promptly meet and confer in good faith about the removal of a  
16 confidentiality designation from a particular document or documents when another  
17 party gives notice of its belief that the designation was not appropriate with respect to the  
18 document(s) specified. While any application, motion, or other such filing pertaining  
19 to the appropriateness of a confidentiality designation is pending before the Court,  
20 the documents, material, information or testimony in question shall be treated as  
21 “Confidential” pursuant to this Protective Order.

22 6. Documents, material or information designated as “Confidential” (and any information  
23 derived therefrom) may be disclosed or made available by the receiving Party only to  
24 the following:

25 (a) The Court (including the Court’s administrative and clerical staff) in written  
26 submissions or at any oral hearing in the Action (in the manner provided by  
27 paragraph 8 of this Protective Order);  
28

- 1 (b) Attorneys of record in the Action and their affiliated attorneys, paralegals,  
2 clerical and secretarial staff employed by such attorneys who are actively  
3 involved in the Action and are not employees of any Party;
- 4 (c) In-house counsel to the undersigned Parties and the paralegal, clerical and  
5 secretarial staff employed by such counsel;
- 6 (d) Those officers, directors, partners, members, employees and agents of the  
7 undersigned Parties that counsel for such Parties deems necessary to aid  
8 counsel in the prosecution and/or defense of this Action; provided, however,  
9 that each officer, director, partner, member, employee or agent given access  
10 to documents, material or information designated as "Confidential" shall be  
11 advised that such documents, material or information are being disclosed  
12 pursuant to, and are subject to, the terms of this Protective Order and that they  
13 may not be disclosed other than pursuant to its terms;
- 14 (e) Court reporters transcribing depositions in the Action;
- 15 (f) Any deposition, trial or hearing witness in the Action who previously has had  
16 access to the documents, material or information, or who is currently an  
17 officer, director, partner, member, employee or agent of an entity that has had  
18 access to the documents, materials or information;
- 19 (g) Outside experts, advisors, consultants and/or translators consulted by  
20 the undersigned parties or their counsel in connection with the Action,  
21 retained to testify at trial or any oral hearing; provided, however, that prior to  
22 the disclosure of documents, material or information designated as  
23 "Confidential" to any such expert, advisor, and/or translator, counsel for the  
24 Party making the disclosure shall deliver a copy of this Protective Order to  
25 such person, shall explain its terms to such person, and shall secure the  
26 signature of such person on a statement in the form attached hereto as Exhibit  
27 "A." It shall be the obligation of counsel, upon learning of any breach or  
28 threatened breach of this Protective Order by any such expert, advisor,

1 and/or translator, promptly to notify counsel for the designating Party of such  
2 breach or threatened breach;

3 (h) Vendors retained by or for the undersigned parties or their counsel to  
4 assist in preparing for pretrial discovery, trial, and/or hearings including, but  
5 not limited to, litigation support personnel, jury consultants, individuals to  
6 prepare demonstrative and audiovisual aids for use in the courtroom or in  
7 depositions or mock jury sessions, as well as their staff, stenographic, and  
8 clerical employees whose duties and responsibilities require access to such  
9 materials; provided, however, that prior to the disclosure of documents,  
10 material or information designated as "Confidential" to any such person,  
11 counsel for the Party making the disclosure shall deliver a copy of this  
12 Protective Order to such person, shall explain its terms to such person, and  
13 shall secure the signature of such person on a statement in the form attached  
14 hereto as Exhibit "A";

15 (i) Governmental law enforcement agencies and other governmental bodies  
16 pursuant to a valid subpoena, or other compulsory order from an  
17 administrative agency or regulatory body with appropriate jurisdiction  
18 provided that:

19 (1) the subpoenaed Party give counsel for the designating Party written  
20 notice of such subpoena within the earlier of (a) five (5) business days  
21 after service of the subpoena, and (b) five (5) business days prior to any  
22 production of documents, material or information in response thereto  
23 (unless less time is provided to respond to such subpoena, in which case  
24 the subpoenaed Party will provide notice to the designating Party as  
25 promptly as is reasonably practicable to allow the producing Party to  
26 object to the subpoena before the time for compliance); and

27 (2) at or before the time of production the designating Party may seek to  
28 obtain confidential treatment of such "Confidential" subpoenaed

documents, material or information from the relevant governmental law enforcement agency, governmental or regulatory body or administrative agency to the fullest extent available under law; and

(3) Any other person that the undersigned Parties agree to in writing; provided, however, that prior to the disclosure of documents, material or information designated as “Confidential” to any such person, counsel for the party making the disclosure shall deliver a copy of this Protective Order to such person, shall explain its terms to such person, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit “A”.

7. Nothing herein shall impose any restrictions on the use or disclosure by any party or witness of documents, material or information known or obtained by such party or witness, by legitimate means, independently of the discovery obtained in the Action, whether or not such documents, material or information may additionally have been obtained through discovery in the Action.

8. If documents, material or information designated as “Confidential” are to be included in any papers to be filed with any court or are to be otherwise used before any court, such papers shall be accompanied by an application to file the papers, or the confidential portion thereof, under seal. The application shall be directed to the judge to whom the papers are directed. Pending the ruling on the application, the papers or portions thereof subject to the sealing application shall be lodged under seal.

9. Any party to the Action (or other person subject to the terms of this Protective Order) may ask the Court, after appropriate notice to the other parties to the Action, to modify or grant relief from any provision of this Protective Order.

///

///

///

///

1 10. Entering into, agreeing to, and/or complying with the terms of this Protective Order shall  
2 not:

3 (a) Operate as an admission by any person that any particular documents, material or  
4 information contain or reflect trade secrets, proprietary, confidential or competitively  
5 sensitive business, commercial, financial or personal information; or

6 (b) Prejudice in any way the right of any party (or any other person subject to the terms  
7 of this Protective Order) at any time:

8 (1) To seek a determination by the Court of whether any particular  
9 document, material or information should be subject to protection as a  
10 “Confidential” document under the terms of this Protective Order; or

11 (2) To seek relief from the Court on appropriate notice to all other parties  
12 to the Action from any provisions(s) of this Protective Order, either  
13 generally or as to any particular document, material or information.

14 11. This Protective Order shall survive the termination of this Action, to the extent that the  
15 information contained in “Confidential” documents, material or information is not or  
16 does not become known to the public, and the Court shall retain jurisdiction over this  
17 Protective Order for the purpose of enforcing it.

18 12. Any Party to the Action who has not subscribed to this Protective Order as of the time it  
19 is presented to the Court for signature may thereafter become a party to this Protective  
20 Order by its counsel’s signing and dating a copy thereof and filing the same with the  
21 Court, and serving copies of such signed and dated copy upon the other parties to this  
22 Protective Order.

23 13. Any documents, material or information that may be produced by a non-party witness in  
24 discovery in the Action pursuant to subpoena or otherwise may be designated by such  
25 non-party as “Confidential” under the terms of this Protective Order, and any such  
26 designation by a non-party shall have the same force and effect, and create the same  
27 duties and obligations, as if made by one of the undersigned parties hereto. Any such  
28 designation shall also function as a consent by such producing Party to the authority



of the Court in the Action to resolve and conclusively determine any motion or other application made by any person or party with respect to such designation, or any other matter otherwise arising under this Protective Order.

14. The Parties and all signatories to the Certification attached hereto as Exhibit "A" agree to be bound by this Protective Order pending its approval and entry by the Court. In the event that the Court modifies this Protective Order, or in the event that the Court enters a different Protective Order, the parties agree to be bound by this Protective Order until such time as the Court may enter such a different Order. It is the Parties' intent to be bound by the terms of this Protective Order pending its entry so as to allow for immediate production of Confidential information under the terms herein.

DATED this 1<sup>st</sup> day of June, 2022.

DATED this 1<sup>st</sup> day of June, 2022.

WRIGHT, FINLAY & ZAK, LLP

DICKINSON WRIGHT, PLLC

/s/ Lindsay D. Dragon

Lindsay D. Dragon, Esq.

Nevada Bar No. 13474

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

*Attorneys for Plaintiff, Deutsche Bank  
National Trust Company, as Trustee for  
GSAA Home Equity Trust 2006-16, Asset-  
Backed Certificates, Series 2006-16*

/s/ Kerry E. Kleiman

Kerry E. Kleiman, Esq.

Nevada Bar No. 14071

3883 Howard Hughes Parkway, Suite 800

Las Vegas, Nevada 89169

*Attorney for Defendant, Premier Land Title  
Insurance Company f/k/a Commerce Title  
Insurance Company*

**IT IS SO ORDERED.**

Dated this 2nd day of June, 2022.

  
UNITED STATES MAGISTRATE JUDGE

**EXHIBIT 'A'****ACKNOWLEDGMENT FORM-PROTECTIVE ORDER**

I, \_\_\_\_\_, hereby acknowledge that (i) I have read the Protective Order entered in the action presently pending in the United States District Court for the District of Nevada entitled *Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-16, Asset-Backed Certificates, Series 2006-16 v. Premier Land Title Insurance Company f/k/a Commerce Title Insurance Company, et al.*, Case Number 2:22-cv-00439-ART-EJY (the "Action"); (ii) I understand the terms of the Protective Order; and (iii) I agree to be bound by its terms. I will not divulge to persons other than those specifically authorized by this Protective Order, and I will not copy or use, except solely for the purposes of this Action, any documents or information obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court. I further understand that I am to retain all copies of all documents, or any information designated "Confidential" provided to me in this Action in a secure manner, and that all copies of such documents are to remain in my personal custody until termination of my participation in this Action, whereupon the copies of such documents will be returned to counsel who provided me with such material. I consent to the jurisdiction of the United States District Court for the District of Nevada for the purpose of enforcing said Protective Order, enjoining any anticipated violation of the Order, or seeking damages for the breach of said Order. I declare under penalty of perjury under the laws of the state of Nevada and the United States of America that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title